

SECTION B SERVICES AND SCHEDULE

B-1 INTRODUCTION

(a) **Background.** The Defense Reutilization & Marketing Service International (DRMSI) disposes of excess personal property of the United States Department of Defense (DoD). DRMSI receives property that is no longer required for use in the DoD and makes a determination whether the property is usable or scrap. If usable property is not needed for redistribution within the Federal Government, it may be donated to state and local Governments; sold to the general public; or processed for reclamation of specific metals and materials required for use by the DoD. Only material that has not been disposed of by these outlets or is determined to be scrap shall be the subject of this contract.

(b) **Purpose.** The purpose of this solicitation is to award a contract to collect, transport, recycle and dispose of scrap and recyclable material in an environmentally responsible and compliant manner. This solicitation does NOT involve disposal of hazardous materials or hazardous waste other than that generated from vehicle sanitation and electronic demanufacturing.

(c) **Objectives.** The objectives of contracting for scrap management services are to ensure compliant scrap disposal management; to reduce the Government's capital investment (facilities and equipment costs) and infrastructure; to shrink the scrap facility size; to reduce solid waste disposal through increased recycling; to move property efficiently; to decrease disposal costs; to maximize revenue and to incentivize the contractor.

(d) **Permits.** The Government will not seek facility or equipment permits for regulatory compliance. Therefore, contractors must understand that if they propose changes to current operations that trigger permitting requirements, this will be evaluated negatively.

(e) **Site Visits.** Offerors not familiar with the scrap accumulation points at DRMOs Aviano, Livorno and Sigonella and off-site locations at Aviano AB, Vicenza, Naples, Sigonella and La Maddalena are strongly encouraged to perform site visits to determine the number and type of containers, and other supplies and equipment that will be required to perform Collection and Management Services at these sites.

B-2 CONTRACT INFORMATION

(a) **Term of the Contract.** The base period will start from the date of award through an 18-month period and includes a 30-day orientation period and the initial 90-day period to clear the scrap yards of current scrap inventories. There will also be three (3) one-year option periods.

(b) **Contract Type.** The contract awarded from this solicitation will be a Firm Fixed Price, Indefinite Delivery, Indefinite Quantity, Task Order, Service type contract. Task Orders will be issued based upon the unit prices established in the contract price schedule.

(c) **Pricing.** Italy as a whole, as well as each geographical area, is represented by a separate Price Schedule Contract Line Item Number (CLIN) list. Not all of the areas will have generations for all of the CLINs. Under this solicitation, offerors have the option of proposing a unit price for each CLIN on an area-specific basis or they shall propose one unit price per CLIN for all areas in Italy. Either will be acceptable. Offerors shall not combine these pricing strategies such that some CLINs are priced on an area basis and other CLINs are priced on an all-of-Italy basis.

(1) **CLIN 0001** has two (2) SubCLINs: **Project Management** includes staff, equipment, coordination, engineering services, provision of containers, waste management, and documentation of the scrap materials listed in CLINs 0002-0021. There are project management SubCLINs for each geographic area and Italy as a whole. These should be priced as a monthly fixed unit price. Note: regarding the Sigonella area, the only site requiring containers is the DRMO. The second SubCLIN, **Remote Site Pickup**, is for transportation of small quantities of scrap material from remote locations within 150km of one of the six areas listed in attachment 4, herein. This SubCLIN will be ordered in conjunction with the appropriate scrap CLIN(s) for disposal.

(2) **CLIN 0002-0021, Transport and Disposal**, are grouped into one of two categories as described below.

(i) **Index information:** The Index is from the publication "Camera di Commercio di Milano" (Chamber of Commerce in Milan or CCM) and has the prices for 70 categories of property (e.g. ferrous, non-ferrous, textile, chemical, etc.) It can be viewed (by subscription) at: <http://servizi.mi.camcom.it/PREZZI/> or subscriptions may be done for paper indexes, by mail. For invoices using CCM Books 430, 440 and 530, the first applicable index book published after the date of scrap removal will be used to determine index prices. Scrap indexed to CCM Book 570 will use the issue current as of the date of scrap removal. CCM Books are published as follows:

BOOKS 430 and 440:	Every other Friday (First issue of the year was 14 Jan 2000)
BOOK 530:	Monthly (Last day of the month)
BOOK 570:	Every quarter (First issue of the year was 25 Jan 2000)

(ii) **Category 1:** Scrap materials with an index-- For CLINs 0002-0011 the offeror must propose a fixed unit price for disposing, processing, and transporting scrap materials released. In addition, offerors must propose a percentage of the appropriate CCM index which shall be used to calculate an amount to be returned to the Government. The processing fee and percentage of CCM index amount to be returned to the Government shall be based on total weight removed from the Government facility before processing.

(iii) **Category 2:** Scrap materials without an index—CLINs 0012-0021 are scrap materials may hold either a positive or negative market value. The offeror shall propose a fixed unit price for disposing, processing, and transporting only; there is no percentage of index calculation. Offerors may propose zero for the unit price of any Category 2 CLIN.

(3) **CLIN 0021, Abandoned Vehicle Disposal Service:** DRMSI desires to offer the military generators it services a removal and disposal service for vehicles abandoned within Military installations in Italy. (See Section C-2 for possible locations). Upon receipt of a task order (TO), the contractor will be responsible for preparing all necessary documentation and for removing the vehicle(s) and recycling/disposing of them in a manner compliant with all host nation laws and regulations including any applicable environmental, transportation, or customs requirements. The contractor will be responsible for compliance with all aspects of Art. 46 of the Ronchi decree and any supplemental or related law or regulation applicable to the transportation, storage, disposal or recycling of motor vehicles. When this service is ordered, a minimum of (to be determined after the Pre-proposal Conference) vehicles will be available for pickup at the military installation. It is expected that many of the vehicles ordered for removal and disposal will be inoperable.

(a) The Contractor represents that the contract prices, including the prices in subcontracts awarded hereunder, do not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) Upon receipt of the invoice, the paying office will stamp the following statement on one copy of the invoice:

"I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972."

(2) This certified copy, signed by an authorized Government official, will be returned together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(3) The Contractor must retain this copy of the invoice with the representation to substantiate non-payment of the IVA tax.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

- (1) Imposta di Fabbricazione (Production Tax for Petroleum Products).
- (2) Imposta di Consumo (Consumption Tax for Electrical Power).
- (3) Dazi Doganali (Customs Duties).
- (4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Marittima (Port Fees).
- (5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
- (6) Imposta di Registro (Registration Tax).
- (7) Imposta di Bollo (Stamp Tax).

(d) The Contractor's administrative procedures for claiming and validating the exemptions are as follows:

- (1) Contract offer price shall not reflect IVA or any other tax or duty.
- (2) Contract number must be set forth on Contractor invoices, which should state the exemptions claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972, for IVA exemption.
- (3) Fiscal code for appropriated funds payments by DRMSI is: 91000190933.
- (4) Questions may be addressed to the Ministry of Finance, 11th District, Rome (06) 5910982.

B-4 PRICE SCHEDULE FORMAT, ESTIMATED REQUIREMENTS, AND SCRAP COMPOSITION

(a) Section B-4 displays the description and estimated quantity of each type of scrap material available for recycling and/or disposal. These quantities are based upon historical generations. A three-

year history is attached to this solicitation (attachment #5). When possible and for informational purposes only, Government Scrap Classification codes (SCL) and European Waste Codes (EWC) are listed for each scrap item. A general breakout by CLIN per site is included in attachment #4. For price proposal purposes, collection/pickup sites are grouped by common geographic area, with the area listed at the top of each grouping. Information describing the service or type of scrap material, collection/pickup area, and special handling requirements (demilitarization and/or destruction, and demanufacturing) is contained in each Contract Line Item Numbers (CLINs) as follows:

(1) The first four (4) positions are numeric and indicate the service required (e.g. "0001" is Project Management service, "0002" is Cardboard and Mixed Paper disposal service).

(2) For CLINs 0001 – 0021, the fifth position indicates the collection/pickup area (e.g. "X" is all areas in Italy, "A" is the Aviano area, "L" is the Livorno area). See Attachment 4 for the complete area and site key list.

(3) For CLINs 0002 – 0021, the sixth position indicates special handling requirements. An "A" indicates no special handling requirements. A "B" indicates scrap material requiring demilitarization and/or destruction in accordance with Section C-7. A "D" indicates electronic scrap requiring demanufacturing in accordance with Section C-8.

(4) For CLIN 0001, the sixth character has no special meaning other than to differentiate between the various 0001 SubCLINs.

(b) NO GUARANTEE IS GIVEN THAT ANY DEFINITE QUANTITY WILL BE PROVIDED TO THE CONTRACTOR FROM ANY SPECIFIC LOCATION LISTED BELOW. THE CONTRACTOR WILL BE GUARANTEED THAT THE GOVERNMENT WILL REQUIRE A MINIMUM OF SERVICES FOR WEIGHT OF 500,000 KILOGRAMS FOR THE BASIC PERIOD AND EACH OPTION PERIOD IF EXERCISED. THE MAXIMUM OF SERVICES REQUIRED IS A WEIGHT OF 5,000,000 KILOGRAMS PER CONTRACT PERIOD. See SECTION C, Clause FAR 52.216-18 Ordering and clause FAR 52.216-22 Indefinite Quantity. If there is a conflict between this subparagraph and Section I-43, "Order Limitations," then Section I-43 shall take precedence.

(c) Offerors are strongly encouraged to make site visits and inspect accumulations of the materials identified in the price schedule. These materials are generated by military or civilian activities on DoD or affiliated military installations. While these items are described in terms of their constituent materials or characteristics, and may be described similarly to commercially available scrap generations, offerors are advised that the quality and composition may be different from that available in commercial markets.

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C-1 DEFINITIONS

(a) **Ammunition, Explosives and Dangerous Articles (ADEA).** Any substance that, by its composition and chemical characteristics, alone or when combined with other substances(s), is or becomes an explosive or a propellant, or is hazardous or dangerous to personnel, animal, or plant life, structures, equipment, or the environment as a result of blast, fire, fragmentation, radiological or toxic effects.

(b) **Classified Item.** An item which must be protected from unauthorized disclosure in the interest of national security. Items of this nature are assigned a security classification

(c) **Containers.** Any portable device in which a scrap material is stored, transported, disposed of or other wise handled.

(d) **Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. "Administrative contracting officer (ACO)" refers to a contracting officer who is administering contracts. "Termination contracting officer (TCO)" refers to a contracting officer who is settling terminated contracts. A single contracting officer may be responsible for duties in any or all of these areas. Reference in this regulation to administrative contracting officer or termination contracting officer does not

(1) Require that a duty be performed at a particular office or activity or

(2) Restrict in any way a contracting officer in the performance of any duty properly assigned.

(e) **Contracting Officer's Representative (COR).** Individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions. The CORs under this contract will be located at DRMOs Aviano, Livorno, and Sigonella. The CORs will be the contractor's primary points of contact for the duration of this contract. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(f) **Defense Reutilization and Marketing Service International (DRMSI).** Headquarters to the DRMOs outside of the United States, located in Wiesbaden Germany.

(g) **Defense Reutilization and Marketing Office (DRMO).** The field offices that process and dispose of Government property.

(h) **Demanufacture.** To render specified unusable or obsolete Government-owned electrical and electronic equipment completely unusable by total disassembly, shredding or destroying it, recovery of hazardous components and proper disposal.

(i) **Demilitarization (demil).** A Government term used to define the requirement and the process of destroying Government surplus property. The purpose is to eliminate the offensive or defensive capability inherent in the equipment and prevent further use for its intended military purpose. Scrap materials received by the contractor may be coded as requiring demilitarization, or as requiring special handling under The Defense Material Disposition Manual DoD 4160.21-M and 4160.21-M-1 DEMILITARIZATION or Defense Logistics Agency Regulation (DLAR) 2030.1 Trade Security Control (TSC) Procedures.

(j) **Government Personal Property.** Property other than real property (buildings/lands) and records (files/documents) of the Federal Government.

(k) **Hazardous Material (HM).** Any material that is capable of posing an unreasonable risk to health, safety and property that is regulated under the appropriate host nation or European Union storage and transportation laws or regulations.

(l) **Hazardous Waste (HW).** Any wastes requiring special handling, manifesting or disposal as defined by host nation law, or EU regulations or directives.

(m) **Mutilation.** The act of making material unfit for its originally intended purposes by cutting, tearing, scratching, crushing, breaking, punching, shearing, burning, neutralizing, etc--a form of demilitarization.

(n) **Quality Assurance.** A planned and systematic pattern of all actions necessary to provide confidence to the Government that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved.

(o) **Scrap.** Material that has no value except for its basic material content.

(p) **Solid Waste.** Includes garbage, refuse and other discarded materials including solid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities. Mining and agricultural solid wastes, hazardous wastes, sledges, construction and demolition wastes and infectious wastes are not included in this category.

C-2 GENERAL INFORMATION

(a) The contractor shall provide all personnel, equipment, tools, materials, supervision, vehicles and other items or services necessary to perform scrap management operations including disposal and recycling as defined in this Performance Work Statement for three DRMOs in Italy and the respective military installations. Each block represents a geographical location. For site-specific information please refer to Attachment 4.

<u>Aviano: Area A</u> Site A1=DRMO Aviano (Pordenone) Site A2= Aviano Air Base, Base Recycling	<u>La Maddalena</u> Site M1= Navy Base--NSA Recycling Area Site M2= Santo Stefano--Dock Side
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Center—Flight Line Site A3= Aviano Air Base , Munitions Compound Site A4= Aviano Air Base , Civil Engineer Compound-- Area C Site A5 =Aviano Air Base , Family Management Office—Via Pioneer Del Aria #104	Sigonella: Site S1=DRMO Sigonella Site S2= Naval Air Station 1 Site S3= Navy Unit 5 Site S4= Weapons Yard
Vicenza: Area V Site V1= Torri Di Quartesolo --Via Prima Maggio Site V2= Lerino --Building 946 Site V3 =Caserme Ederle --Building 263 Site V4 =Tormeno --Ammunition Supply Depot	Naples: Site N1=Capodichino , PWD/CB's Site N2= Capodichino , Supply Site N3= Agnano , Personal Property Site N4= Agnano , Public Works Site N5=Gaeta , NAS Gaeta Port Site N6=Pinetemare , Housing
Livorno: Site L1= DRMO Livorno Site L2= Camp Darby --Recycling Collection Area	

(b) The estimated quantities of Project Management and scrap disposal required are listed in Section B-4. The Contractor shall, without additional expense to the Government, be responsible for obtaining, prior to contract award, all necessary licenses and permits to conduct these services. The Contractor shall also be responsible for all damage to property or injuries to persons that occur as a result of Contractor's fault or negligence. Contractor shall provide all mandated reports for Italian government submission such as notifications, annual reports, required quantity forecasts, proof of recovery or recycling, scrap material logs, and five year plans in accordance with Section C-9. The Contractor must meet all Local, State, National and European laws, ordinances and regulations that govern collection, transportation, processing, recycling and disposal of scrap materials. Unless a specific time for report submission is stated elsewhere in the contract, the contractor shall provide reports within two (2) weeks of request by the CO or COR.

(c) This effort will include two major parts that could be accomplished concurrently. The first part entails clearing the current scrap accumulations at the three DRMOs--Aviano, Livorno and Sigonella. The second part includes designing, establishing and managing collection points within the existing DRMO facilities and at the previously specified military installations. Collection points should be designed to reduce the amount of space used, establish optimal efficiencies in collecting, transporting, recycling and disposing of the scrap material in an environmentally compliant manner without triggering the requirement for the Government to obtain any new permits. These requirements will be further described in this performance work statement.

C-3 MANAGEMENT OF COLLECTION POINTS

(a) The contractor will establish a collection point at the three DRMOs and the military installations listed above. At the DRMOs Aviano and Livorno the minimum overall reduction of scrap yard space is **50 percent** and at DRMO Sigonella the minimum is **20 percent** within the first 90 days of the contract. While maintaining compliance, the Contractor decides how many and what type of containers to be used at each collection point. ***The contractor also decides when and how often containers require removal.***

(b) **Design/Organize/Set up.** The contractor shall design and organize current facilities into an efficient scrap collection point. The Government does not intend to construct permanent fixtures. The collection point plan should be tailored to the scrap material received, defining specific containers for each type scrap. The contractor shall submit a plan per location with the Management Plan as part of their proposal. The objective is to get everything feasible off the ground and into containers. As such, the contractor must plan how to collect the scrap generated while they are clearing the current inventories. The Site Information (Attachment 4) specifies which sites have fencing and which do not. The contractor is responsible for physical security of the collection sites and, with the coordination of the COR, may use contractor supplied temporary fencing or lockable containers that do not require construction permits for those sites without Government fencing.

(c) **Transportation, Pick-up, Weighing and Loading.** The contractor shall provide all transportation services related to pick up, loading, marking, and any means used to secure the cargo on contractor-furnished conveyances. All transportation shall be in accordance with the Italian solid waste transportation regulations. The Government shall provide manifest forms to the contractor for him to complete. The Government will maintain waste/scrap registers at no cost to the contractor. The contractor shall prepare all manifests for waste/scrap movement. While performing under this contract, the contractor is required to provide his drivers with the appropriate emergency action leaflet(s) and any other documentation as required by the Italian, ADR, or IMDG transportation regulations which ever may apply. All vehicles carrying scrap material must be properly placarded prior to leaving a military installation. The contractor shall load at the installation and weigh the scrap material on a Government scale. If a Government scale is not available, the nearest public scales will be used and witnessed by the COR. The weight, agreed to by the contractor and the COR at the time of removal, shall be the basis for invoice payment calculations.

C-4 RECYCLING AND DISPOSAL

The Contractor shall recycle scrap material to the greatest extent possible. The contractor shall report the volume and percentage of scrap material recycled for each scrap category. For reporting purposes under this contract, incineration shall not be included as recycling.

C-5 COMPLIANCE WITH LAWS

(a) The contractor shall be knowledgeable of and comply with all applicable European Union Directives, National, State, and local laws, regulations, and requirements regarding regulated wastes to include Italian Decree 22/97 (Ronchi Decree) and Italian Law 185/90, relating to the duties, obligations, and performance under this contract. The Contractor shall complete the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal. The contractor shall identify and obtain all licenses and pay all fees and other charges required. This includes all environmental, safety and health laws (Decree 626) and regulations. Any liabilities or claims resulting from the contractor's failure to do so are his responsibility.

(b) In the event environmental laws/regulations change during the term of this contract, the contractor is required to comply as such laws come into effect. The contractor shall also furnish a copy of the law, excerpt, or impact statement that affects performance to the Contracting Officer within 5 working days after public notice or becoming knowledgeable. If there is an increase or decrease in cost as a result of the change, the contractor shall inform the CO pursuant to notice requirements of FAR 52.243-7 and negotiate a modification to the contract so long as Section H-6, "Anticipated Regulatory Changes" is adhered to.

C-6 CUSTOMS

Because the scrap material is generated by the Government, customs duty or tax may be required on all items. The Government will provide notification to local offices on a semi-annual basis. The contractor is responsible for coordinating and fulfilling any customs clearance requirement with the appropriate office for removals at no additional cost to the Government.

C-7 DEMILITARIZATION

(a) Historically, 5% of our scrap material by weight requires demilitarization and mutilation (i.e., fired cartridge casings, tank track, road wheels and sprockets). Specific demilitarization instructions are included in Attachment #8. All DEMIL will be totally destroyed to include components, so as to preclude restoration or repair to a usable condition by melting, cutting, shredding or crushing. The sixth (6) character of the CLIN identifies property requiring special handling/DEMIL, with the letter "B."

(b) **Demil Plans.** The contractor is required to begin demil on specified items within seven (7) working days of removing from the military installation collection point. Property identified by the Government as DEMIL required shall be stored separately. The contractor shall submit a DEMIL plan (as listed in Sec. L) describing how and where they will demil specific items. The contractor personnel performing DEMIL/destruction certification will be required to attend Government sponsored training. The contractor shall ensure that each site performing demil/destruction of scrap has a minimum of two (2) employees that are Government approved demil certifiers. The contractor will be responsible for providing certification of DEMIL/destruction. The COR will verify that DEMIL is completed correctly.

(c) **Requirements in Italy.** Since this contract involves military property and components, offerors on this solicitation must also submit official documentation with their proposal indicating that they or their subcontractor(s) are entered on the National Register of Enterprises, operating in the planning, production, import, export, maintenance and other armaments-related activities, in accordance with Italian Law 185 dated 9 July 1990, as amended. Offerors should provide additional information regarding arrangements with subcontractors, and how they will ensure that any required demilitarization is performed properly, in their Management Proposals, as described in L-2.

(d) **Transportation.** The contractor shall only use lockable conveyances with seals to ensure security of property requiring demilitarization/destruction and demanufacturing

(e) **Weighing.** Each conveyance shall be weighed before the vehicle is loaded and after loading is completed and, in the case of "demil or destruction-required" scrap material, the conveyance will be locked and sealed. The Government representative will seal the conveyance. The weight of each shipment shall be recorded on the shipping document, as well as the number of the seal. If scales are not available on the military installation, the contractor shall use certified scales closest to the military installation and pay for any fee required at no additional cost to the Government. For scrap removal from remote sites, the contractor shall provide portable scales acceptable to the COR at no additional cost to the Government. The loaded and the tare weight of each shipment shall be recorded on the shipping document. The driver shall inspect the load prior to departure from the Government's facility and assure all shipping documents are properly filled out and maintained during shipment.

C-8 DEMANUFACTURING

Electronic scrap, **CLIN 0016**, requires disassembly and shredding. Some electronic equipment may contain hazardous components. The contractor is solely responsible for the disposal of all hazardous materials and wastes generated by the demanufacturing process. Hazardous property disposal shall be conducted in accordance with all European, National, state and local environmental laws and regulations.

C-9 REQUIRED REPORTS

(a) **Accounting.** From removal to disposal, the contractor is responsible for maintaining an updated record of Government scrap material. The contractor shall maintain complete and accurate records to substantiate the weight of scrap material received, the actual payments made by the Government and off-sets to the Government from positive value items (Category 1). The contractor shall retain copies of all shipping records; records verifying contractor's weight calculations and date of disposal for the length of time mandated by Host Nation Regulations. The contractor shall provide the Government access to such records and any other records that are maintained under this contract for the purpose of audit. All records shall be provided to the Government within three (3) workdays of request from the Contracting Officer or COR.

(b) **Monthly Reports.** For each collection site, the contractor shall provide to the COR a monthly report reflecting each task order issued and the cumulative totals of the weight and invoice amount of each CLIN ordered. The invoice amount reported shall include the processing fee and off-set economic benefits returned to the Government. This report shall also include, by CLIN, the cumulative weight of scrap material recycled versus the weight of non-hazardous material sent to landfill, incineration or other disposal.

(c) **Manifesting "Formulario dei Rifiuti".** For moving material under this contract, the contractor shall prepare and use the Italian waste manifest, known as "Formulario dei Rifiuti". The completed "Formulareio dei Rifiuti" shall be submitted with the invoice. No invoice shall be paid without the " Formulareio dei Rifiuti". In addition to the regulated distribution of the " Formulareio dei Rifiuti", copies of the completed document must be forwarded to the COR Immediately after it is signed by the disposal facility. The contractor will provide to the COR the required information for the completion of the annual report (Modello Unico di Dichiarazione or MUD) for each scrap material producer **by the 1st of March each year** for CLINs used under this contract.

(d) **Manifest Tracking Log.** (DRMS Form 1683E). The contractor shall complete DRMS Form 1683E, Manifest Tracking Log, (Attachment 2), annotating all hazardous material removed that are included on the invoice. The manifest tracking log must be completed in the English language. It is essential that the contractor describe the method of disposal; i.e., recycling, incineration, landfill, energy recovery, etc., and provide the Disposal Operation Code shown in the European Union Directive 91/156/EEC, Annex II, as well as the actual facility where the waste was destroyed. An authorized company official shall sign the form.

(e) For demanufacturing of electronic scrap and sanitization of vehicles, provide a semi-annual report to the COR listing the hazardous waste recovered from these processes. Identify by common name (e.g. vehicle, computer monitor) the scrap materials containing hazardous components and provide in your report the following information:

- (1) Description of HM/HW removed to include EU waste code if applicable
- (2) Weight of hazardous material removed
- (3) Date shipped to disposal facility
- (4) Manifest/shipping paper number
- (5) Name of destination facility
- (6) Disposal or recycling process

- (7) Weight of non-hazardous scrap sent to landfill, incineration or other disposal
- (8) Identify the percentage of recycled materials derived from demanufacturing

C-10 SAFETY REQUIREMENTS

The contractor shall take proper safety and health precautions to protect the work, the workers, the public, the property of others, and the environment. The contractor is responsible for identifying and complying with all safety requirements set forth in applicable Italian (to include the 626 law) and European Union safety and health regulations and/or base installation safety procedures. The Contractor is responsible for ensuring that his agents, employees, or subcontractors perform the work in a safe manner, including wearing the appropriate clothing for the work to be performed. The Contractor shall ensure that all personnel involved in the handling and transportation of the scrap material listed herein are trained in the area of spill response and general first aid procedures.

C-11 OBLITERATION OF DOD MARKINGS

The contractor shall ensure that it does not sell any recyclable scrap material, standard industry materials, or intact items that contain any DoD markings or markings of any DoD installation or generator facility. The contractor shall ensure its processes are adequate to remove any such markings and agrees that the removal of all DoD markings is a responsibility it maintains under this contract.

C-12 QUALITY CONTROL

The contractor shall maintain and implement a complete Quality Control Plan to ensure the requirements of this contract are provided for as specified.

C-13 DISPOSAL/RECYCLING OUTSIDE THE COUNTRY OF ORIGIN

When scrap and recyclable materials listed in the schedule are transported to another country for disposal or recycling, the contractor shall comply with all applicable environmental laws and regulations of the receiving and transit countries, including, but not limited to, Basel notification and any provisions governing the prior notification of competent authorities, transportation, temporary storage, identification, customs clearances, packaging, labeling, and disposal of hazardous waste and/or dangerous goods.

C-14 MISIDENTIFIED ITEMS

In case the US Government misidentifies a waste or scrap material description on a task order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 3 work days of the removal and prior to disposal. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

C-15 ENVIRONMENTAL CONTROLS

(a) The intent of this contract is not to remove hazardous waste except for those found incidental to demanufacturing of scrap items such as electronics and sanitation of vehicles. However, should hazardous waste outside of the scope of this contract be discovered, the contractor will take the necessary action for protection of personnel and property. The contractor shall notify the COR and

submit a report outlined in C-21(e). The Government will arrange for pick up and removal of such material.

(b) **Spill Responsibilities.** The contractor shall be responsible for all spills caused by the contractor's performance of work. The contractor is not required to remediate pre-existing site contamination. Clean-up involves spills from contractor operations in performance of this contract only. The contractor agrees to clean up such spills or leaks to the satisfaction of the Government and in compliance with all applicable laws and regulations. Contractor shall dispose of all spill residues and debris at no additional cost to the US Government.

(c) **Spill Reporting Requirements.**

(1) The contractor is responsible for reporting any spills in accordance with host nation or local law or regulation. Contractor is responsible for reporting to the COR and Contracting Officer (CO) all spills of special (or hazardous) wastes, regardless of quantity. Spills shall be reported by telephone to the COR immediately following the incident and shall be followed with a written report to the CO no later than seven (7) calendar days after the telephonic report. When reporting a spill the following information shall be furnished:

- (i) Item spilled;
- (ii) Quantity spilled;
- (iii) Exact date, time, and location of spill;
- (iv) Initial actions taken and time actions were taken;
- (v) Anticipated cleanup and disposal procedures.
- (vi) Persons contacted or present at the time of the spill.

(2) Upon completion of the spill cleanup and disposal of the spill residue, the contractor shall submit a summary report of the spill to the COR and CO. The report shall include cleanup and disposal procedures taken, outside assistance required (if any), personal injury involved, and the names and telephone numbers of all national, regional or local officials contacted.

C-16 CONTRACTOR FURNISHED SUPPLIES, FACILITIES, AND SERVICES

The contractor shall furnish all equipment, materials and services necessary for the performance of this contract. Contractor furnished equipment, materials and services shall include , but are not limited to the following: container trucks, and incidental spill cleanup supplies. The contractor is responsible for providing DRMO and Government personnel with any training that may be necessary to ensure that property is properly sorted/segreated and placed into the contractor's containers

C-17 CONTRACTOR PERSONNEL - Contract Manager/ Alternate Contract Manager/ On-site Technical Representative

(a) The contractor must insert in Section G-3 the names and telephone numbers of the main and alternate points of contact, who for the purposes of this contract, shall be designated as contract manager and alternate contract manager and on-site technical representative.

(b) The contract manager, and the alternate contract manager in the absence of the contract manager, shall have authority to act for the contractor during the operation of this contract, i.e., all arrangements and required coordination. The contractor agrees that notice by the US Government to his designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated.

Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name.

(c) The contract manager and alternate contract manager must be able to understand, speak, read and write English proficiently. All correspondence pursuant to this contract shall be in the English language. The contract manager, his alternate, and the technical on-site representative must be able to speak the English language with sufficient structural accuracy and vocabulary to participate effectively in conversations on practical and professional levels. They must also be able to proficiently read and draft official correspondence and reports in the English language.

(d) The contractor shall ensure that all operations conducted under this contract on Government installations are supervised by an individual with a working knowledge of the scrap disposal industry, capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include but are not limited to classification of scrap material, completion of required documentation (including manifests), preparation of scrap material designated for transport. If the contractor tasks a driver with these duties, the driver must be qualified and able to perform as required in this paragraph.

(e) **Restrictions.** The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. Neither shall the contractor employ any person who is an employee of the Department of Defense, either military or civilian, unless such person seeks and receives approval in accordance with Government regulations. The contractor shall perform checks to ensure local national or third country national employees do not present a health, safety, or security risk to Government personnel or property. The contractor shall not allow employees to perform duties under this contract if any of the required checks reveal sufficient derogatory information to indicate that employee is unfit for work in support of this contract. This includes the required pending charge certification, criminal record and background investigation for each employee. The Government reserves the right to direct the Contractor to remove from Government premises any Contractor employee that the Government deems to be either a security risk, health risk or who is otherwise considered unsuitable for work under this contract. The Contractor shall not allow any employee who has possession of or who is under the influence of, alcohol, unlawful drugs or lawful drugs that would impair an employee's ability to perform work or compromise safety at the work site. Host Nation or Government regulations, general orders, laws, directives and requirements issued during the contract term relating to law and order, administration, and security apply to all Contractor personnel or representatives who enter any work site or perform any other function pursuant to this contract in the area of operations. Violation of such rules, regulation, laws, directives or requirements shall be grounds for removal (permanent or temporary as the Government determines) from the work site.

(f) **Employee Training.** The contractor shall ensure that employees have all necessary and required current and valid professional certifications before starting work under this contract. Contractor must provide record[s] and account for all employees' training applicable to the performance of this requirement to include certifications to operate heavy equipment such as scrap handlers, forklifts, scoop loaders and tractor-trailers.

C-18 TOP MANAGEMENT MEETINGS

Meetings may periodically be held between top level Government personnel and contractor management to discuss contract status. The CO will notify the contractor in writing at least 5 working days in advance

of the place and time of required meetings. The contractor may also request a meeting through the CO with at least five working days of notice.

C-19 GOVERNMENT FURNISHED MATERIAL

Forms and Publications. The Government will provide, in electronic format, any Italian Formulario and U.S. specified forms and publications expressly required for performing the work in this performance work statement. The contractor will be responsible for any other accounting, auditing or waste forms required by EU waste laws or Host Nation regulations.

C-20 GOVERNMENT-FURNISHED SERVICES

(a) **Government Personnel.** During the *initial* period, clearing the current scrap inventories at the DRMO locations, the contractor will use their own personnel and equipment to load out. Following this initial phase, Government personnel will segregate scrap material into contractor containers.

(b) **Demil Certification Training/Instruction.** The Government will provide instruction to contractor employees on demil certification in Wiesbaden, Germany. The exact time and place of training will be coordinated with the contractor at the Post-Award Conference. This training class will be taught in English.

(c) **Utilities.** The Government will allow contractor to use DRMO facilities for water and restrooms. The Government will also provide electricity for the contractor's portable structures. The Government will not provide telephone or fax service.

(d) **Office Space.** The Government will provide maintenance and repair of real property facilities. Office space is available at DRMO Livorno and DRMO Aviano only. However, if the Contractor chooses to place a portable structure (trailer) they will be responsible for repair and maintenance of such equipment and must coordinate with the COR for placement. La Maddalena and Santo Stefano have portable structure space to support a 4-meter by 2-meter area. No office space or portable structure space is available at Sigonella, Naples, or Vicenza.

(e) **Installation/Emergency Points of Contact.** The Government will provide fire prevention and protection, inspection and maintenance of Government-furnished fire extinguishers and systems, pest control, and ground maintenance. Information below will be provided at the Post-Award Conference.

Livorno:	_____	for emergencies and	_____	for routine calls.
Aviano:	_____	for emergencies and	_____	for routine calls.
Sigonella:	_____	for emergencies and	_____	for routine calls.
Naples:	_____	for emergencies and	_____	for routine calls.
Vicenza:	_____	for emergencies and	_____	for routine calls.
La Maddalena:	_____	for emergencies and	_____	for routine calls.

C-21 SECURITY

(a) **Physical Security.** The contractor shall be responsible for safeguarding all contractor property and any Government furnished equipment in its control under this contract. Demil/destruction required property will be stored in a secure area.

(b) **Key Control.** There will be no keys issued to contractors for Government facilities. Contractors shall have access to enter the DRMO and collection sites during operating hours. Access after normal hours will be coordinated with the COR.

(c) **Classified Material.** Performance of this contract neither requires nor authorizes the contractor to handle classified property or documents. Should contractor employees handle actual or suspected classified property or documents, the contractor shall immediately secure the documents or property from both physical loss and compromise and notify the COR and the Contracting Officer of the discovery. The COR will in turn notify DRMSI-DD. If possible the contractor shall provide information as to which DRMO or collection points provided the material. The contractor shall notify the COR and submit a report outlined in C-21(e). The Government will arrange for pick up and removal of such material.

(d) **AEDA.** Performance of this contract does not require nor authorize the contractor to handle Ammunition, Explosives or Other Dangerous Articles (AEDA). The Government will try to assure that no AEDA is in the property. However, should AEDA be discovered, the contractor will take the necessary action for protection of personnel and property. The contractor shall notify the COR and submit a report outlined in C-21(e). The Government will arrange for pick up and removal of such material.

(e) **Report.** The contractor shall provide a written report to the Contracting Officer within 72 hours of discovering classified material or AEDA. The report shall contain:

- ~~1.~~(1) Time and place the material was discovered
- ~~1.~~(2) What classified markings were noticed on the material
- ~~3.~~(3) Names of contractor personnel and any visitors coming in contact with the material
- ~~4.~~(4) Where the material originated
- ~~4.~~(5) Synopsis of the incident
- ~~4.~~(6) Steps taken to prevent further exposure
- ~~4.~~(7) Method used to return the material to the Government.

C-22 ORIENTATION PERIOD

Within 30 calendar days following the award of this contract, contractor personnel will meet with Government CORs at performance site locations to discuss transition procedures outlined in the operation plan prior to any pick-ups. (Include this orientation period in the phase-in schedule presented to the Government.) The Government will schedule the time and place of the orientation meetings at each location following award, assist the contractor in gaining base clearance.

C-23 PHASE OUT

The Government reserves the right to conduct site visits in all contractor-operated facilities in conjunction with the solicitation of offers for the follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successful contractor.

C-24 REVERSION

In the case that the services are cancelled for any reason, the contractor shall cooperate and coordinate with the Government on the reversion of scrap management back to DRMSI.

C-25 MINIMUM PERFORMANCE STANDARDS

(a) **Compliance.** Zero host nation citations including scrap/waste and customs issues.

(b) **Minimum Scrap Yard Space Reduction.** Following the clearing of the current inventory, the space for collection of Scrap/Recyclable materials used shall be reduced by a minimum of **50 percent** at DRMOs Aviano and Livorno and **20 percent** at DRMO Sigonella from what has been designated for scrap storage. (See planograph, attachment 9).

(c) **Responsiveness.** The Contractor shall ensure there are enough containers so that scrap materials are placed directly into containers at the time of receipt. Oversized materials (i.e. vehicles, boilers, storage tanks, etc.) are excluded from this performance standard. Contractor shall coordinate pick-ups to ensure that containers are not overflowing. There is a zero tolerance for scrap material that can be placed directly into containers to be on the ground.

(d) **Reporting.** Contractor shall meet deadlines on reporting requirements, requests for data, submittal of invoices as stipulated in this contract.

(e) **Diversion.** The contractor shall recycle at least **80 percent** of all scrap materials collected. Landfill and incineration are not considered recycling for the purposes of this contract. For future evaluation purposes, the contractor shall keep track of scrap and its weight that is incinerated separately from scrap and its weight that is landfilled.

(f) **Accuracy of DEMIL/Destruction.** Kilo for Kilo certification--**100 percent accuracy.**

C-26 PUBLIC AFFAIRS COORDINATION

The Contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media directly by the Contractor or any of the employees of the contractor.

SECTION D PACKAGING AND MARKING

D-1 CONTAINERS

DRMS-TPHB

(OCT 1999)

The contractor is responsible for preparing all containers, including Intermediate Bulk Containers (IBC's) for transportation to a recycling/disposal facility in accordance with applicable Italian and European Union transportation laws and regulations, and in accordance with recycling/disposal facility requirements. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation. If scrap material must be recontainerized for proper shipment, the contractor shall perform such loading.

D-2 VEHICLES

DRMS-PMG

(MAR 1996)

The contractor is responsible for ensuring all vehicles transporting scrap/wastes are properly placarded in accordance with applicable European Union transportation laws and regulations and meet all ADR/IMDG/RID requirements.

SECTION E INSPECTION AND ACCEPTANCE

E-1 NOTICE: The following clauses pertinent to this section are hereby incorporated by reference.

E-2 INSPECTION OF SUPPLIES-FIXED PRICE FAR 52.246-2 (AUG 1996)

E-3 F.O.B. DESTINATION WITHIN CONSIGNEE'S PREMISES FAR 52.247-35 (APR 1984)

E-4 INSPECTION OF SERVICES-FIXED-PRICE FAR 52.246-4 (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-5 INSPECTION AND ACCEPTANCE (CERTIFICATE) DRMS-TPHB (MAY 1999)

(a) The inspection of services shall be performed by the Contracting Officer's Representative (COR) in accordance with clauses E-2 or E-4 above, by certification on the DD Form 1155, Order for Supplies or Services Form, for Management Services, and removal, transportation and processing of scrap/wastes (attachment #1).

(b) Final acceptance of services/supplies rendered shall be by DRMS-TPHB certification on the contractor's invoice. DRMS-TPHB shall verify that the supplies received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed and/or accepted and last continuation page COR signature.

(2) Checking that the Formulareio dei Rifiuti, DRMS Form 1683E (attachment #2), or any other pertinent transportation/disposal documents have been correctly completed, and

(3) Checking that only facilities approved under section H-3, are utilized.

(4) Checking that only transporters approved under section H-4 are used.

E-6 PLACES OF GOVERNMENT INSPECTION

DRMS (OCT 1993)

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives. The Government will have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government will be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or subcontractor facilities, does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the U.S. Government by each subcontractor performing services under this contract.

SECTION F DELIVERIES OR PERFORMANCE

F-1 NOTICE: The following clauses pertinent to this section are hereby incorporated by reference.

F-2 GOVERNMENT DELAY OF WORK **FAR 52.242-17** **(APR 1984)**

F-3 WARRANTY OF SERVICES **FAR 52.246-20** **(APR 1984)**

(a) *Definitions.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either -

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

F-4 STOP-WORK ORDER **FAR 52.242-15** **(AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required or, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-5 CONTRACT EFFECTIVE PERIOD DRMS-PMG (MAR 1996)

(a) This contract shall be effective for a period of 18 months commencing upon award of the contract.

(b) The Government has the option to extend the contract for three, twelve (12) month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 1989)" which is incorporated in Section I in full text.

(c) In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW clause I-62, entitled "Option to Extend Services.", which is also incorporated in Section I in full text.

F-6 PLACE OF PERFORMANCE DRMS-PMG (MAR 1996)

Services under this contract shall be performed for US installations within Italy at the locations listed in Attachment #4 of this contract.

F-7 CONTAINER PLACEMENT DRMS-TPHB (FEB 1999)

All containers provided by the contractor at each DRMO or designated location on Government premises shall be placed in accordance with the Contractor's written proposal. Exact locations where the containers will be placed shall be coordinated with the COR. The COR shall approve changes in container location. The quantity, type and location of containers placed at forward removal sites shall be coordinated with the COR.

F-8 PERIOD OF PERFORMANCE DRMS-PMG (MAR 1996)

(a) Services shall be performed pursuant to task order(s) issued against this contract during its effective period.

(b) For CLIN 0001[*alpha*]A, Project Management Level 1, performance shall begin upon contract award, and continue upon exercise of any option period, via Task Order issuance. Performance shall be complete upon expiration of the contract.

(c) For scrap CLINs ordered in conjunction with SubCLINs 0001[*alpha*]B, the contractor shall begin removal from the remote site not more than 7 calendar days, and complete scrap removal not more than 14 calendar days, from Task Order issuance date.

(d) For CLINs 0002-0021, the contractor shall remove for disposal all current inventories of scrap accumulations at each DRMO location within **90 calendar days** after award of this contract while managing incoming generations concurrently. An inventory of on-hand scrap material as of the release date of this solicitation is located at Attachment 7. Because this is only a picture in time, a current inventory for DRMOs Aviano, Livorno and Sigonella will be furnished following award of this contract.

(e) Following the first 90 days, removal/disposal of all scrap materials shall be accomplished according to best business practices and regulatory mandates. Except for scrap disposal ordered in conjunction with SubCLINs 0001[*alpha*]B, the contractor shall decide when and how often scrap containers require removal. At no time will any single container exceed 95 percent of its capacity.

(f) For CLIN 0021, all arrangements for removal must be complete and the vehicles removed from the installation within 30 days of TO issuance.

F-9 TIME OF PERFORMANCE

DRMS-PMG

(MAR 1996)

(a) All services performed under this contract shall be performed during regular working hours (0800 through 1600 hours) Monday to Friday. The contractor may perform during non-regular working hours, and on Italian and American holidays only with prior COR approval/contractor concurrence. The COR shall meet the contractor at the scheduled pickup site at time agreed upon by the contractor and COR. This date/time shall be at least two work days prior to the date.

(b) The US holidays are:

1st of January*	1st Monday in September
3rd Monday in January	2nd Monday in October
3rd Monday in February	11th of November*
Last Monday in May	4th Thursday in November
4th of July*	25th of December*

*If this date falls on a Saturday, the preceding day (Friday) is the US holiday. If this date falls on a Sunday, the following day (Monday) is the US holiday.

(c) Italian holidays and Rest days for each applicable region will be provided to the contractor and CO by the COR as it is published by the local Human Resources Office, but not later than the 31st of January of each calendar year.

F-10 CONTRACTOR NOTICE - LATE DELIVERY AND/OR PERFORMANCE

DRMS-TPHB

(FEB 1999)

If the contractor has difficulty meeting performance requirements, or when the contractor anticipates difficulty complying with the contract schedule or delivery date(s), the contractor shall immediately notify the Contracting Officer's Representative (COR), in writing, copy furnished to the Contracting Officer, SP4420-00-R-0006

outlining the pertinent details of the anticipated delay and remedy thereto. However, this notification shall not be construed as a waiver by the Government of any schedule, or date, or other remedies provided by law under this contract.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA

DRMS-PMG

(MAR 1996)

Shall be stipulated on each task order.

G-2 INVOICE PROCEDURES/MAIL INVOICE TO:

DRMS-TPHB

(AUG 1999)

(a) The contractor shall submit invoices monthly (original, plus 5 copies) to include the correct contract number, task order number, CLIN number, description, manifest number, quantity, unit of measure, unit price, extended amount and off-set revenues to the Government, to the address shown below with a copy to the Contracting Officers Representative (COR). Unit of issue shown on invoice must match the unit of issue in Section B, and the total quantity for each line item on the invoice shall not exceed the CLIN quantities ordered on the DD Form 1155 (Order for Supplies or Services Form). If all of the foregoing information cannot be included on the invoice itself, then a spreadsheet (original plus 1 copy) shall be attached to the invoice setting out the required details. The last invoice under each Task order must be identified as "LAST AND FINAL INVOICE."

Defense Reutilization and Marketing Service
ATTN: DRMS-TPHB/R-2000 Invoicing
Postfach 2027
65010 Wiesbaden, Germany

(b) DRMS-TPHB shall be responsible for a timely submission of contractor's invoices to the following Finance Office for payment:

DFAS-EU/MFP Code FL5530
Accounts Payable
Vogelweh, Geb. 2010
67663 Kaiserslautern, Germany

(c) The contractor shall submit with their invoice the following documents:

- (1) A photocopy of the Manifest after it has been signed by the disposal/recycling facility.
- (2) DD Forms 1155, Order for Supplies or Services forms for pick-up certification, listing by CLIN all services provided and scrap materials removed.
- (3) A copy of all weight tickets for each scrap removal.
- (4) If applicable, a copy of the Manifest Tracking Log, DRMS Form 1683E.
- (5) If applicable, a copy of the disposal/recycling facility's Basel Notification of receipt of scrap material.

(d) DRMS-TPHB shall date and stamp all invoices upon receipt without delay, certify properly prepared invoices, and promptly forward them to the finance office specified in paragraph G-2.2. If invoices are incorrect or incomplete, DRMS-TPHB shall identify the defects in handwriting on the invoices, and return the incorrect invoice(s) to the contractor for correction.

(e) The COR shall certify all services ordered on the DD Form 1155, Order for Supplies or Services Form, make a copy for his/her records, and forward the original to the contractor.

G-3 CONTRACT MANAGER AND

SP4420-00-R-0006

ALTERNATE CONTRACT MANAGER**DRMS-PMG****(MAR 1996)**

The contractor shall list below the names and telephone numbers of the Contract Manager and Alternate Contract Manager as required in C-17

	Name	Telephone No.
Contract Manager	_____	_____
Alternate Contract Manager	_____	_____

G-4 ADMINISTRATIVE CONTRACTING OFFICER (ACO)**DRMS****(APR 1984)**

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

G-5 PAYMENT IN EURO CURRENCY**DRMS-TPHB (OCT 1999)**

Currently payment will not be made in the Euro currency but in the currency shown in the Price Schedule. When **DFAS-EU/MFP** is ready to pay in Euro, then, if applicable, the unit prices in the Price Schedule will be converted to Euro at the official exchange rate.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 PASSES FOR ENTRY INTO MILITARY PREMISES

DRMS-PMG (MAR 1996)

(a) Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract, with the following information:

- Name and address of person(s)
- Date of birth
- Place of Birth
- Identification/Passport Number

(b) The Contractor shall also furnish a list of private and commercial vehicles which shall be used in conjunction with the work and entering the US premises. The list shall be submitted with the personnel list and shall include:

- License Plate Number
- Drivers License Number
- Type, color and make of vehicle and year of manufacture.

(c) After receipt of the lists, described above, the COR shall obtain passes from Security, which are necessary to enter US military premises. Passes shall be obtained in approximately 10 days after submission of the information requested above. The contractor shall inform all personnel employed under this contract that they may be subject to search at the discretion of the installation Commander, when entering or leaving the US military installation. Immediately upon termination of a contractor's employee or upon expiration of the contract all passes shall be returned to the Contract Monitor.

(d) The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

H-2 ISSUANCE OF TASK ORDERS

DRMS-TPHB

(FEB 1999)

(a) Contracting Officer(s) and duly appointed Ordering Officers of DRMS-TPHB (Defense Reutilization and Marketing Service-TPHB) are authorized to issue task order(s) to the contract within the scope of their authority.

(b) No task order shall be issued unless funds are available. The issuance of a task order shall constitute notice of availability and obligation of funds for the line items listed on the task order.

(c) Task orders may be issued personally, by facsimile, or by electronic commerce methods.

H-3 TSDR FACILITY PLAN

DRMS-PMG

(NOV 1996)

(a) The Contractor shall identify, on the enclosed Facility Profile Sheet(s) (Attachment #3), each Treatment, Storage, Disposal and Recycling (TSDR) facility which may perform a service under this contract. Each facility must be in good standing with the regulatory community. The contractor agrees

that no facility other than those initially approved for use under this contract will be used, without first obtaining the written approval of the Contracting Officer.

(b) TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, their permit if one is required, and the terms and conditions of the contract. The contractor must have the capability to meet the removal and disposal requirements for all scrap/waste materials in the timeframes required by the contract under Section F.

H-4 TRANSPORTER MATRIX

DRMS-UPHG

(SEP 1997)

(a) The Contractor shall indicate below each transporter that may be used to transport items listed in Section B of the contract. Each transporter must conform to the requirements of Section C and D of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed below will be used without obtaining the prior written approval of the Contracting Officer. The matrix must be maintained and updated throughout the period of the contract.

(b) For each transporter listed below, the contractor shall provide a copy of all hauling permits applicable to work to be performed under this contract (Transporter Matrix). The contractor shall list the permit information below, or list the same information on an additional sheet of paper. The applicable hauling permits must be provided for the countries in which scrap material will be transported. If the contractor cannot obtain a copy of the hauling permit, they must otherwise demonstrate authorization to haul scrap material in subject countries and attach documentary evidence..

(c) All other information required in H.4(d) must be submitted for any transportation firm proposed by the offer.

(d) The transporters approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, the transporters permit and the terms and conditions of this contract.

TRANSPORTER MATRIX

NAME OF TRANSPORTER	COUNTRY	PERMIT NUMBER
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

H-5 INDEMNIFICATION

DRMS-TPHB (OCT 1999)

Upon receipt/removal of scrap materials from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the contractor, contractor's employees, and any other person subject to the contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of this contract. The contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

H-6 ANTICIPATED REGULATORY CHANGES

DRMS-PMG (NOV 1996)

As noted in sections B and C, performance under any contract resulting from this solicitation must be in compliance with Italian environmental laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H-7 CORRESPONDENCE IN ENGLISH

DRMS-PMG (NOV 1996)

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related task orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

H-8 MINIMUM INSURANCE REQUIREMENTS

DRMS-PMG (NOV 1996)

(a) Pursuant to Section I, clause 52.228-5, "Insurance - Work on a Government Installation," the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - whichever one is included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(b) The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

(1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country;

(2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country, but not less than the equivalent of U.S.\$1,000,000 for general liability insurance and/or U.S.\$500,000 per occurrence/event;

(3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and

(4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

(c) Before commencing work under this contract, the contractor shall certify to the contracting officer in writing, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances and coverages. Further, the contractor will ensure that any and all first tier subcontractors, prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

(d) The contractor will provide immediate written notice to the contracting officer of any material change and that effect the protection afforded under the above policies, and will provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

H-9 SHIPPING/TITLE

DRMS-TPHB (MAR 2000)

Except as described in Section C-20, the contractor shall be responsible for all aspects of loading and shipping the scrap materials described in this contract and shall bear all costs associated therewith. The contractor shall be responsible for all risk of loss or damage to goods following receipt of the property from the Government. "Receipt" of the property shall be deemed to occur and responsibility for, and title to, the property shall pass to the contractor when both parties sign the release document, also known as DLA Form 1367 (attachment #10).

H-10 REMOTE SITE MANAGEMENT

DRMS-TPHB (MAR 2000)

When required, the appropriate SubCLIN for Level 2 Remote Sites shall be ordered in conjunction with scrap CLINs 0002-0021 for pick-up and transportation of scrap material from remote sites with low scrap generations. Eligible remote sites are not listed in Attachment 4, but are within a 150 kilometer radius of the Aviano, Vicenza, Livorno, Naples, La Maddalena or Sigonella areas. This SubCLIN shall be ordered not more than once per Task Order and shall cover removal of scrap from all remote sites listed on that Task Order. All remote sites listed on a Task Order shall be within 150 kilometers of the same area listed above, and corresponding processing/disposal CLINs for that area shall be used. On the day of removal, the contractor is responsible for providing adequate containers and portable weigh-scales suitable for the scrap to be picked-up.

SECTION I CONTRACT CLAUSES

For full clauses please use the webpage at: <http://farsite.hill.af.mil/>

I-1	CLAUSES INCORPORATED BY REFERENCE	FAR 52.252-2 (FEB 1998)	
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil			
I-2	DEFINITIONS	FAR 52.202-1	(OCT 1995)
I-3	GRATUITIES	FAR 52.203-3	(APR 1984)
I-4	COVENANT AGAINST CONTINGENT FEES	FAR 52.203-5	(APR 1984)
I-5	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	FAR 52.203-6	(JUL 1995)
I-6	ANTI-KICK BACK PROCEDURES	FAR 52.203-7	(JUL 1995)
I-7	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	FAR 52.203-10	(JAN 1997)
I-8	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	FAR 52.203-12	(JUN 1997)
I-9	PRINTING/COPYING DOUBLE-SIDED ON RECYLCED PAPER	FAR 52.204-4	(JUN 1996)
I-10	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	FAR 52.209-6	(JUL 1995)
I-11	AUDIT AND RECORDS - NEGOTIATION	FAR 52.215-2	(JUN 1999)
I-12	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	FAR 52.215-8	(OCT 1997)
I-13	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	FAR 52.215-11	(OCT 1997)
I-14	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	FAR 52.215-13	(OCT 1997)
I-15	INTEGRITY OF UNIT PRICES	FAR 52.215-14	(OCT 1997)

I-16	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	FAR 52.223-3	(JAN 1997)
I-17	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FAR 52.225-13	(FEB 2000)
I-18	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FAR 52.225-14	(FEB 2000)
I-19	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	FAR 52.228-5	(JAN 1997)
I-20	TAXES-FOREIGN FIXED PRICE CONTRACTS	FAR 52.229-6	(JAN 1991)
I-21	PAYMENTS	FAR 52.232-1	(APR 1984)
I-22	DISCOUNTS FOR PROMPT PAYMENT	FAR 52.232-8	(MAY 1997)
I-23	EXTRAS	FAR 52.232-11	(APR 1984)
I-24	INTEREST	FAR 52.232-17	(JUN 1996)
I-25	DISPUTES ALTERNATE I	FAR 52.233-1	(DEC 1998) (DEC 1991)
I-26	PROTEST AFTER AWARD	FAR 52.233-3	(AUG 1996)
I-27	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	FAR 52.237-2	(APR 1984)
I-28	BANKRUPTCY	FAR 52.242-13	(JUL 1995)
I-29	CHANGES -FIXED PRICE ALTERNATE I	FAR 52.243-1	(AUG 1987) (APR 1984)
I-30	SUBCONTRACTS (FIXED PRICE CONTRACTS)	FAR52.244-2	(AUG 1998)
I-31	LIMITATION OF LIABILITY SERVICES	FAR 52.246-25	(FEB 1997)
I-32	VALUE ENGINEERING	FAR 52.248-1	(FEB 2000)
I-33	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	FAR 52.249-2	(SEP 1996)
I-34	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	FAR 52.249-8	(APR 1984)
I-35	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT RELATED FELONIES	DFARS 252.203-7001	(MAR 1999)

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I-36	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	DFARS 252.204-7003 (APR 1992)
I-37	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DFARS 252.205-7000 (DEC 1991)
I-38	PRICING ADJUSTMENTS	DFARS 252.215-7000 (DEC 1991)
I-39	SUPPLEMENTAL COST PRINCIPLES	DFARS 252.231-7000 (DEC 1991)
I-40	POSTAWARD CONFERENCE	DFARS 252.242-7000 (DEC 1991)
I-41	PRICING OF CONTRACT MODIFICATIONS	DFARS 252.243-7001 (DEC 1991)
I-42	ORDERING	FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the end of a 18-month period.

(b) All task orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order or task order and this contract, the contract shall control.

(c) If mailed, a task order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-43	ORDER LIMITATIONS	FAR 52.216-19 (OCT 1995)
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(a) Minimum order. Contractor is not obligated to honor any order for less than IL900,000.00.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of IL90,000,000.00 of the estimated quantity of a CLIN;

(2) Any order for a combination of items in excess of IL180,000,000.00; or

(3) A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a Indefinite Delivery Indefinite Quantity contract (i.e., includes the IDIQ clause at subsection 52.216-22 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-44 INDEFINITE QUANTITY**FAR 52.216-22****(OCT 1995)**

~~(a)~~(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

~~(b)~~(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

~~(c)~~(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

~~(d)~~(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of a 18 -month after award.

**I-45 OPTION TO EXTEND THE TERM
OF THE CONTRACT****FAR 52.217-9****(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fifty-four (54) months.

**I-46 AVAILABILITY OF FUNDS
FOR THE NEXT FISCAL YEAR****FAR 52.232-19****(APR 1984)**

Funds are not presently available for performance under this contract beyond 30 Sep 2000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2000, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I-47 PROMPT PAYMENT**FAR 52.232-25****(JUN 1997)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (A)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) INVOICE PAYMENTS

(1) Due Date.

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1989 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(3)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act

limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific products is, in fact, prevailing industry practice is upon the contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(I) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the contractor.

(ii) Invoice date. (The contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(I) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 20th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) *Prompt payment discounts.* An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) *Additional interest penalty.* (i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor---

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall---

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that---

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date
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the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except---

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments---*(1) *Due dates for recurring financing payments.* If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the *[insert day as prescribed by Agency head; if not prescribed, insert 30th day]* day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) *Due dates for other contract financing.* For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) *Interest penalty not applicable.* Contract financing payment shall not be assessed an interest penalty for payment delays.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I-48 ACQUISITIONS FROM SUBCONTRACTORS DFARS 252.209-7000 (NOV 1995)
SUBJECT TO ON-SITE INSPECTION UNDER THE
INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty solely or in part because of the

actual or potential presence of Soviet inspectors and the subcontractor's facility unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts over the dollar limitation identified in Section 13.000 of the Federal Acquisition Regulation, except those for commercial or commercial-type products.

I-49 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) DFARS 252.222-7002 (JUN 1997)

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

1-50 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFARS 252.223-7006 (APR 1993)

(a) **Definitions.** As used in this clause:

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

I-51 AUTHORIZATION TO PERFORM

DFARS 252.225-7042 (JUN 1997)

The Contractor represents that it has been duly authorized to operate and to do business in the country or countries in which this contract is to be performed. The Contractor also represents that it will fully comply with all laws, decrees, labor standards, and regulations of such country or countries, during the performance of this contract.

I-52 INVOICES EXCLUSIVE OF TAXES OR DUTIES

DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

I-53 ASSIGNMENT OF CLAIMS (OVERSEAS)

DFARS 252.232-7008 (JUN 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

- (1) Approved in writing by the Contracting Officer;
- (2) Made in accordance with the laws and regulations of the United States of America; and
- (3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

I-54 CHOICE OF LAW (OVERSEAS)

DFARS 252.233-7001 (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(a) Definitions. As used in this clause:

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, material man, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that:

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum:

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief:

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The contractor shall describe these shipments in the following format:

Item
Contract Description
Line Items
Quantity
Total

(f) If the final invoice does not include the required representation, the Government will reject and return it to the contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

**I-56 ADMINISTRATIVE COSTS OF
REPROCUREMENT AFTER DEFAULT**

DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services regardless of whether any other damages are incurred and/or assessed.

1-57 OPTION TO EXTEND SERVICES

DRMS-TPHB

(APR 2000)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least seven (7) days before the end of the contract period.

SECTION J LIST OF ATTACHMENTS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J-1 ATTACHMENTS		DRMS-PMG	(MAR 1996)
No	Title		Page(s)
1	DD Form 1155, Order for Supplies or Services Form		2
2	DRMS Form 1683E, Manifest Tracking Log (to be used with Hazardous Waste disposal only)		2
3	Facility Profile Sheet		1
4	DRMO Profiles and Site Information		14
5	Workload History 1997/98/99		6
6	Disposal Costs		1
7	Scrap Classification Codes (with Photographs) and Scrap Inventory		25
8	Demilitarization Surveillance Plans		6
9	Scrap Yard Planograph		3
10	DLA Form 1367, Shipment Receipt/Delivery Pass		1

J-2 NOTICE **DRMS (APR 1984)**

Reference SF 33, Item 11, Table of Contents. Upon award, Part IV, Sections K through M shall not physically be included in the resulting contract in accordance with Far 14.201-1(c) or FAR 15.406-1(b).

J-3 PROPOSAL INCORPORATION **DRMS (MAR 2000)**

The contractor's Management Proposal is incorporated into any resultant contract by reference.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERS**

K-1 CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address(es): <http://farsite.hill.af.mil>

**K-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION**

FAR 52.203-2

(APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used in calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above, or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FAR 52.203-11 (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference to paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K-4 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of SP4420-00-R-0006

26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

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TIN _____
(End of provision)

**K-5 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

FAR 52.209-5 (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not, ☐ within a three-year period preceding this offer, had one or more contracts terminated for default a by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THE CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-6 SUBCONTRACTING WITH FIRMS THAT ARE OWNED DFAR 252.209-7004 (MAR 1998)
OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST
COUNTRY**

(a) Unless the Government determines that there is a compelling reason to do so, the contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(End of clause)

**K-7 REPRESENTATION OF EXTENT OF DFAR 252.247-7022 (AUG 1992)
TRANSPORTATION OF SUPPLIES BY SEA**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) **Representation.** The offeror represents that it:

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-8 AUTHORIZED NEGOTIATORS DRMS-TPHB (MAY 1999)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-6, para. (c)(2)(iv):

NAME

TITLE

TELEPHONE #

FAX#

(List names, titles, telephone numbers and fax numbers of the authorized negotiators)

SECTION L TECHNICAL INFORMATION

L-1 PROPOSAL SUBMISSION (Format and Content)

DRMS-PMG (MAR 1996)

(a) The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration. Additionally, offerors remaining in the competitive range after initial evaluations will be invited to present an oral presentation.

(b) Proposals shall be submitted in distinctly separate parts consisting of a minimum content in Volume I and Volume II as shown below:

(1) **VOLUME I:** Proposal Certifications, Price Schedule and Past Performance (original and one copy). (Offeror's automated duplication of the solicitation price schedule contained in Section B of this solicitation is neither necessary nor desired.) When completing the Section B-4 Price Schedule, offerors should comply with the pricing instructions found in Section B-2(c). The submission of a past performance proposal is mandatory. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance.

(i) Section A of solicitation Standard Form 33, completed and signed by an authorized representative on behalf of the offeror;

(ii) Section B-4 of solicitation (schedule of prices for each item);

(iii) Section G-3 of solicitation (Contract Administration Data);

(iv) Section K of solicitation (Representations, Certifications and other Statements of Offeror).

(v) Section L-3, Past Performance Proposal.

(2) **VOLUME II:** Management Proposal (Original and (5) five copies). The Management Proposal, shall contain the information required by the contract clauses and provisions shown below:

(i) H-4 Transporter Matrix: The Transporter Matrix will be filled out with complete information, when applicable. The information provided shall be complete to allow the evaluators to ascertain whether they are acceptable for work under this requirement.

(ii) L-2 Management Plan

(c) Offerors must submit hard (paper) copies of their proposals to DRMS-TPHB as indicated above, but must also submit an electronic version of Section B – Price Schedule for CLINs, in Excel format. This Excel Spreadsheet will be provided to offerors as an attachment to an e-mail correspondence, in the exact format as it appears in the RFP.

(1) Offerors are directed to send an e-mail message requesting this Excel Spreadsheet CLIN Schedule to: Mark Fitzgerald – DRMS-TPHB at the following address:

mfitzgerald@wiesbaden-ex.drms.dla.mil

(2) The purpose of requesting the e-mail first is to assure the Excel Spreadsheet is sent to the correct e-mail address. The Subject of the e-mail message should read: "Request for RFP SP4420-00-R-0006 CLIN Schedule". Offerors are encouraged to submit said e-mail request as soon as possible to allow time for input of proposed pricing – offerors may print the Excel Spreadsheet, and include it as their hard/paper copy of Section B pricing, with their proposal. NOTE: Offerors are advised that changing SP4420-00-R-0006

the Excel Spreadsheet content (i.e. CLIN descriptions, page format, fonts, etc.) in any way, save to enter pricing, may render the proposal unacceptable.

L-2 MANAGEMENT PLAN

DRMS (APR 1998)

The offeror must explain the technical approach(es) that will be used to collect, transport, recycle and dispose and accounting of scrap materials. The offeror must also demonstrate that the corporate and project organization supports the level of effort. Offeror shall describe the process, methods, facilities, equipment, tools and/or techniques(s) associated with the proposed approach that will be utilized in the performance of this contract. Offeror should describe how the proposed technical approach is similar to its commercial practices.

(a) **Format:**

~~(1)~~(1) *Company Name*: The company name shall appear on the title page only. All other references to the company name shall be removed from the technical proposal.

(2) *Title Page*: "Management Proposal". The title page of each technical proposal shall include: solicitation number of the Request for Technical Proposal (RFTP); the company name of the offeror; and the offeror's position regarding disclosure of proprietary or similar proposal data.

~~(3)~~(3) *Table of Contents*: The table of contents shall identify the major sections of the technical proposal and show location and page numbers of each section.

The offeror shall submit documentation (Original and *FIVE* copies) in response to this solicitation subject to the requirements in this provision. The management plan will be the most important factor in evaluating the degree to which the offeror's claims of performance capacity are supported; and ability of the offeror to perform. The documentation submitted shall be in sufficient detail to demonstrate the offeror's understanding of the scope of the work effort required and the degree of difficulty involved.

(b) **Organizational Structure**. The plan shall include the organizational structure and personnel to be used on the proposed contract. Supervisors, team leaders and team members shall be specified by name. Offerors must also demonstrate the qualifications of personnel to perform services listed. Work experience, training or educational experience should be submitted for each employee scheduled to perform under the proposed contract.

(c) **Integrated Master Plan (IMP)**. Provide and maintain an Integrated Master Plan as a program/project event and process plan for all efforts of Program Management, Training, Logistics, and Accounting. This should be a detailed description and demonstrate an understanding of the approach planned to accomplish the tasks necessary for collection, transportation, processing and recycling regulated and non regulated materials, etc., planned to comply with all European, National, state, and local laws and regulations. This plan is best demonstrated through a Work Breakdown Structure, listing each element, timelines, milestones and resources required.

(1) Provide a **transition plan** detailing procedures to move from government controlled processes to contractor management.

(2) Describe the **logistics strategy** for ensuring timely removal for all of the sites. Explain segregation strategy/collection points for materials. The proposal must explain the process clearly, and show how the process will maximize cost avoidance. If subcontractors will be used, submit a complete list including name, address and telephone number, and type of service each subcontractor will provide (i.e. transportation, collection, disposal, etc.)

(3) Explain how and by what percentage the collection point designs will decrease **space** currently used for scrap accumulations.

(4) Provide a plan for assuring integrity and security of **Demil/Destruction** required property throughout the process. Explain the procedure to be used to segregate, account and process for “demil” required property. Identify the facilities and equipment to be used for the DEMIL/destruction.

(5) Outline the process to be used for **Demanufacturing** of specified electronic scrap. Include subcontractors and ultimate disposal. Identify the percent of recycled materials resulting from this process.

(6) Include plan for the **accounting** as required in clause C-9 to assure proper tracking from pick up to ultimate disposition.

(7) Explain the strategy to increase diversion of scrap material from landfills.

Provide any other information the offeror believes is necessary in explaining the successful completion of this contract related to requirements, schedule, etc.

(d) **Subcontractors.** Offeror shall submit a complete list of all subcontractors to be used on the proposed contract. The list shall include the following:

- (1) subcontractor name, address and telephone number;
- (2) type of service each contractor will provide (e.g., transportation, disposal, etc.).

(e) **Treatment, Storage, Disposal and Recycling Facility Plan (TSDR Plan).** The US Government requires identification of all TSDR facilities to be used under this contract, including interim storage and preparation facilities. The offeror shall include all TSDR facilities to which the scrap material is delivered. The offeror will provide the following information for the TSDR Plan:

(1) Facility Profile Sheet. Complete one (1) Facility Profile Sheet for each permit to be used under this contract. The form must include a description of the treatment processes used at the facility and scrap materials (CLINs) proposed for disposal at each facility. (See Attachment 3 for a sample form).

(2) Facility Permits/Licenses. Provide a copy of the facility permit or license, which allows treatment, storage, and/or disposal of scrap materials. The offeror will also provide an English translation of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both the permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following:

- (i) name and address of the issuing authority
- (ii) processes for which the permit was obtained
- (iii) scrap materials that may be accepted at the facility
- (iv) permit expiration date
- (v) telephone number of facility
- (vi) disposal, treatment, recycling processes authorized within the permit--this

information should be stated using the European Union disposal and recycling codes and the description of the process.

(f) **Training Plan.** Documentation on the contractor's training program sufficient to demonstrate compliance with National, State, and Local training requirements for regulated scrap/waste handling. The offeror must submit any documentation regarding training for safety as well as any other required training to provide a safe environment for personnel working on the contract.

(g) **Quality Control Procedures.** The offer shall provide evidence of existing quality control procedures he/she will employ during the performance of this contract. Such evidence could include proof of certification with an existing "quality standard" such as ISO 9000. If the offeror does not currently possess such a certification, he/she may describe the quality control procedures to be used under the proposed contract.

(h) **Safety.** Describe the approach for furnishing safety equipment, training, and the activities that comply with European, National, state and local safety regulations. For positions that require safety training and environmental training, include the information in the TRAINING portion of the proposal.

(i) **Security.**

(1) Provide a description of the security measures that the contractor will undertake to provide security for scrap material, what the contractor will do in the case of classified material, as well as site security. Provide security measures to be taken in the case of discovery of an incident involving a breach of physical security or a suspected criminal act affecting this contract.

(2) The security plan must cover the security of Government property from the time of pick up through disposition (sale, disposal, etc.) The plan must cover the proposed handling of any suspected AEDA and demil property.

L-3 PAST PERFORMANCE PROPOSAL

DRMS 52.215-9R06 (JUN 1998)

Offeror must furnish the following data concerning the firm's experience:

a)(a) The total number of years the firm has been in the business of recycling and disposal.

(b) List the five largest accounts within the last 3 years for those contracts referenced for which prior comparable services have been rendered involving the collection, transporting, processing, recycling and disposal of large, diverse quantities of scrap materials (such as that covered by this solicitation). Experience may be applicable to the public and/or private sectors. The following information shall be provided for each past performance reference:

CUSTOMER:

CUSTOMER POC/TELEPHONE:

PROJECT NAME:

DATE(s) OF PERFORMANCE:

CONTRACT/REFERENCE NUMBER:

LOCATION:

PRIME OR SUBCONTRACTOR FOR PROJECT:

DESCRIPTION OF SERVICES PROVIDED:

PERCENTAGE OF SCRAP MATERIAL RECYCLED VERSUS LAND FILLED OR INCINERATED:

SIMILIARITY TO SERVICES REQUIRED BY THIS SOLICITATION:

LIRA VALUE OF REFERENCE PROJECT:

e)

~~f~~(c) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services and performance under subcontracting plans or mentoring business agreements that were incorporated into contracts within the last two years. The information provided should reflect the offeror's record of performance with regard to conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction, business-like concern for the interest of your customer and revenue percentages for recycling scrap materials. Identify any performance deficiencies identified, and the corrective action taken.

~~g~~(d) Offeror's may submit narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies. Narrative statements should be short, direct and concise.

(e) **Experience.** Offeror shall submit qualifications of either the firm or key employees of the firm. Experience of the firm must include the following information: name, address, telephone number, and point of contact for each contract for which the same or similar services were rendered, including the dates of service, dollar value of contract or purchase order, and the quantity and type of services rendered. If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

~~a~~(1) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

~~a~~(2) College degrees earned from accredited institutions, names and locations of the institutions, major subject studied, and dates of attendance.

~~a~~(3) Indicate which key employee(s) possesses a degree directly related to the services required by this solicitation, and which key employee(s) possesses direct, hands-on experience in the field of service required by this solicitation.

(f) **Violations.** Describe whether any entities involved have (within the last 3 years) received any environmental or safety civil administrative penalties, notices of violations, fines, convictions, or any other past, present, or pending civil or criminal actions. This includes the corporation, predecessors of the offeror's corporation, principals or key managers of the offeror's corporation or any proposed subcontractors, including but not limited to, transporters and treatment, storage and disposal facilities. Please provide final resolution of these actions.

L-4 ORAL PROPOSALS

(DRMS) (AUG 1998)

~~a~~(a) As part of the evaluation process, the Government intends to have the offerors provide an oral presentation. After proposals are received, and the contracting officer has established a competitive range based on the written proposals, the offerors retained in the competitive range will be advised that they are invited to make an oral presentation. The Government will notify offerors within 21 calendar days after the proposal due date whether they will be invited to make an oral presentation.

~~b~~(b) The order of the presentations will be established by random selection by the contracting officer. Once a firm is notified, and a schedule established, offerors will not be permitted to reschedule their presentations unless determined necessary by the Government to resolve unanticipated problems or delays encountered that are not considered to be attributable to the offeror. The presentations will be

scheduled as tightly as possible, but the duration of the entire process will be dependent on the number of offerors in the competitive range.

~~e~~-(c) The presentation may not be a merely a pre-recorded video used as a “sales tool” by the offeror. Offerors are encouraged to use visual aids for their presentation, but not a generic sales pitch.

~~e~~-(d) For this solicitation, offerors are to provide an oral presentation addressing any weaknesses made known to the offeror by the Contracting Officer and of their Management Plan, as explained in Section L-2, MANAGEMENT PLAN paragraphs as listed:

~~e~~-

- (1) Integrated Master Plan, explain strategy to transition and manage the scrap program.
- (2) Quality control procedures including accounting strategy.
- (3) Safety, the offeror shall address how the facilities to be used and the equipment are safe and meet all regulatory requirements; and
- (4) Security, the offeror will explain the plan for maintaining security of Government property.

(e) The offeror will not be required to provide an oral presentation on the Training Plan or the Organization Structure unless weaknesses therein have been identified to the offeror. No pricing information may be contained in the presentation.

~~b~~-(f) The oral presentations will be limited to three hours. The offeror must provide a tour of the facility where processing will be accomplished. This tour will not be counted against the three-hour presentation time allotment.

~~e~~-(g) The written proposal must include the entire official MANAGEMENT PLAN. The offerors must ensure that no statements are made in the oral presentation that are not substantiated in writing, since the written proposal will be made part of the contract. However, the written MANAGEMENT PLAN may expound on information provided orally.

~~e~~-(h) During and upon completion of the presentation, Government participants may ask questions and hear responses to questions regarding information provided in the written management plan and oral presentation. These exchanges may constitute discussions as defined in FAR 15.306(d), “Exchanges with Offerors after Establishment of the Competitive Range.” Offerors shall not make, nor shall the Government accept, revisions to their proposal unless requested in writing to do so by the Contracting Officer. If the contracting officer states at any time during the exchange that the question asked, or the response is inappropriate at this stage of the acquisition, the presenters will discontinue the specific exchange. The Government participants may ask for clarification or elaboration of a point, not revision.

~~e~~-(i) The evaluation factors to be used for the presentation of the required information will be those stated in Section M of this solicitation. The oral presentation will be evaluated in concert with the written plan.

~~f~~-(j) The personnel providing the oral presentation must be able to answer questions pertaining to the written plan as well as the presentation. Only members of the offeror's or subcontractor's in-house staff shall participate in the presentation. The only exception is that any individual who are proposed to perform on the contract, such as the contract manager, but who are not currently employed by the offeror/subcontractor may participate.

~~g~~-(k) The presentations will be held at the offeror's facility (or the facility where operations will be conducted if offerors are a joint venture or subcontracting). Offerors will be expected to be able to schedule and present their oral presentation by May 2000.

~~h~~-(l) The offeror will provide the Government a VHS videotape of the presentation, as well as the questions and answers. At the close of the presentation, the offeror shall provide each Government representative a listing of the names, firms and all presenters, and a copy of the presentation materials. The Government will not accept for evaluation any additional documentation (such as procedures, manuals, etc.) which may or may not have been referenced during the presentation. No revisions to the offeror's written proposal will be accepted at this time. The Government will not inform an offeror of their strengths, deficiencies, or weaknesses during the presentation.

~~i~~-(m) Upon completion of the oral presentations, the Contracting Officer may or may not re-determine the competitive range. All offerors remaining in the competitive range at the end of discussions will be offered an opportunity to provide a Final Proposal Revision.

L-5 ADVISORY

DRMS-TPHB

(NOV 1997)

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, " a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party." In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if the proposed transit countries as well as the country of final destination do not approve the Basel notification.

L-6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

FAR 52.214.34

(APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L-7 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION FAR 52.215-1 (OCT 1997) ALTERNATE I

(a) **Definitions.** As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its Proposal.

"In writing" or *"written"* means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified,

and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **Amendments to solicitations.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **Submission, modification, revision, and withdrawal of proposals.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

- (i) addressed to the office specified in the solicitation, and
- (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt or offers will not be considered unless it is received before award is made and -

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in *subparagraphs* (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation and the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, at disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheet]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post-award debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L-8 TYPE OF CONTRACT

FAR 52.216-1

(APR 1984)

The Government contemplates award of a fixed price, indefinite delivery - indefinite quantity, task order type contract resulting from this solicitation.

L-9 SERVICE OF PROTEST

FAR 52.233-2

(AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Defense Logistics Agency
Defense Reutilization and Marketing Service
DRMS-TPHB
Postfach 2027
65010 Wiesbaden, Germany

(b) The copy of protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-10 AGENCY PROTESTS

DLAD 52.233-9000 (SEP 1999)

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

L-10 AGENCY PROTESTS

DLAD 52.233-9000 (SEP 1996)

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the contracting officer. Protests filed with the activity should be addressed to the contracting officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The contracting officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protests, protests will be presumed to be protests to the contracting officer.

L-11 SITE VISIT

FAR 52.237-1

(APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**L-12 COMMERCIAL AND GOVERNMENT ENTITY
(CAGE) CODE REPORTING**

DFARS 252-204-7001 (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLIS; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**L-13 DISCLOSURE OF OWNERSHIP OR CONTROL
BY THE GOVERNMENT OF A TERRORIST
COUNTRY**

DFARS 252.209-7001 (MAR 1998)

(a) **Definitions.** As used in this provision:

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C.App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

- (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) **Prohibition on award.** In accordance with 10 U.S.C.2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **Disclosure.** If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

L-14 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

DFARS 252.209-7004 (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
(End of clause)

L-15 SUBMISSION OF OFFERS IN OTHER THAN US CURRENCY

DRMS-TPHB (NOV 1999)

(a) Offers may be submitted in U.S. dollars or currency common to the contractor's location. Offers made in any other currency shall be considered nonconforming and nonresponsive.

(b) All offers shall be evaluated for determination of award by converting all foreign currencies to U.S. dollars using the official U.S. Government Finance and Accounting Office disbursing rate on the date set for receipt of initial offers.

(c) Whenever a "final proposal revision" offer is requested and received, it shall be converted using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

NOTE: Offers shall not be submitted in the Euro currency.

L-16 HAND-CARRIED AND COMMERCIALY DELIVERED PROPOSALS

DRMS-TPHB (MAY 1999)

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Defense Reutilization and Marketing Service
DRMS-TPHB, Contracting Officer

American Arms Office Tower, Room 2J3
Augustastr. 6
65189 Wiesbaden, Germany
TEL: 0049-611-380-7240

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

L-17 OFFER PREPARATION COSTS DRMS-PMG (MAR 1996)

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

**L-18 STANDARD FORM 33 (SF 33), SOLICITATION, DRMS-PMG (MAR 1996)
OFFER AND AWARD**

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

L-19 PRE-PROPOSAL CONFERENCE DRMS-TPHB (MAY 1999)

(a) Prospective offerors are advised that a pre-proposal conference will be held April 27, 2000 from 0900 – 1600 at:

Defense Reutilization and Marketing Office – Livorno
Casella Postale 64
57017 Stagno (Livorno), Italy

(b) Prospective offerors are urged and expected to attend in order to discuss terms and conditions of the solicitation that may affect performance or cost of performance of the contract.

(c) Prospective offerors shall provide in writing to the Contracting Officer any questions concerning this solicitation and the names and titles of individuals who will attend the pre-proposal conference. Questions and information on the attendees should be directed to the Contracting Officer, Defense Reutilization and Marketing Service, DRMS-TPHB (address in Block 7, SF Form 33, Page 1) and should be received at that office not later than April 19, 2000.

(d) In no event will failure to attend the conference constitute grounds for a claim after award of the contract. Unless the solicitation is amended in writing, it will remain unchanged. If an amendment is

issued, normal procedures relating to the acknowledgement and receipt of solicitation amendments shall be applied.

L-20 PRE-AWARD SURVEY

DRMS-PMG

(MAR 1996)

(a) The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.

(b) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.

(c) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

L-21 ALTERNATE PROPOSALS

DRMS

(AUG 1994)

(a) The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

(b) The alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION OF OPTIONS

FAR 52.217-5

(JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-2 EVALUATION FACTORS FOR AWARD

DRMS-PMG

(AUG 1994)

(a) Award will be on an 'ALL OR NONE' BASIS. Offers for less than all of the solicited work will be rejected as nonconforming and unacceptable to the solicitation. The Government will make award to a single, responsible offeror whose offer conforms to the solicitation and demonstrates the best value to the Government in terms of price and other factors. The evaluation factors are ranked as follows:

(1) The Management Proposal is slightly more important than price or past performance individually.

(2) Price and past performance will be evaluated as factors of equal importance.

(b) Evaluation of the Management Proposal

(1) The offeror must submit documentation that satisfies the requirements of clauses H-3, H-4 and L-2. The subfactors to be evaluated are listed below in descending order of importance. Although they are ranked, all are considered significant subfactors. An unsatisfactory rating for any subfactor may render the entire Management Proposal unsatisfactory.

- (i) Integrated Master Plan
- (ii) Treatment, Storage, Disposal and Recycling Facility Plan
- (iii) Organizational Structure
- (iv) Quality Control Procedures
- (v) Security
- (vi) Safety
- (vii) Training Plan
- (viii) Subcontractors
- (ix) Transporter Matrix

(2) The evaluation of each subfactor will consider completeness and clarity, degree of compliance with the solicitation and the degree of risk that the approach will be successful as proposed. Evaluation of the Management Plan subfactors will be a subjective assessment based on a consideration

of all relevant facts and circumstances. It will not be based on absolute standards of what is considered acceptable. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work, and the security/safety, etc. required to protect Government property, employees, and the public. This is a matter of judgment. Offerors retained in the competitive range will be given an opportunity to address deficiencies in their proposal. The offeror's response -- or lack thereof -- will be taken into consideration in the final evaluations.

(3) The facilities presented by the offeror in the oral presentation shall be the facilities cited in the written proposal. This facility will be considered as part of the Management Plan in that the offeror must show the ability to provide the services in accordance with their proposal and the terms and conditions of the contract.

(c) Evaluation of Price

(1) The offered price will be used in conjunction with the Management Plan and past performance evaluation factors to determine the proposal which represents the best value to the government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques to determine its reasonableness. The Government also reserves the right to examine the realism of an offeror's price (i.e., the firm's ability to perform the service offered/required at the prices offered.)

(2) The government will use the CCM index prices published seven calendar days before the closing date of this solicitation to identify index prices to be use in evaluating the price proposals. The example formula for each category goes as follows:

Example of Payment Computation:

For CAT 1: Price Evaluated = YZ - X

Fixed Price Processing Fee (negative) per Kilo times estimated quantity = X

$$\text{Percent of Index} = Y \qquad \text{Index} = Z$$

For CAT 2: Price Evaluated = Fixed Price Processing Fee

(d) Evaluation of Past Performance

(1) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

(2) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies; chamber of commerce, district regulatory authorities; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of scrap material quantities, variety of pick-up locations and scrap materials, and disposal time frames, will be considered by the contracting office in the offeror's past performance evaluation for this RFP.

(3) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response -- or lack thereof -- will be taken into consideration.

(4) Past performance will be an adjective rating. The Government's conclusions about overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

(5) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer. DRMS will also consider an offeror's performance on same or similar contracts in terms of scrap material quantities, variety of pick-up locations and scrap materials, and disposal time frames.

(b) Once the competitive range is established, the offerors remaining in the competitive range will be invited to make an oral presentation.

M-3 EVALUATION OF LOCAL CURRENCY OFFERS

DRMS-TPHB (NOV 1999)

(a) **Offers shall not be submitted in the Euro currency.** Whenever offers are received in more than one local currency, they shall be evaluated for determination of award by converting all local currencies to U.S. dollars using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(b) Whenever a "final proposal revision" offer is requested and received, it shall be converted using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.